

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILK SPECIALTIES COMPANY		08/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	Eleven Madison Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3703215	ACTIVE NUTRITION FOR A HEALTHY WORLD	
Registration Number:	4372238	BARSOFT	
Registration Number:	4793077	CALF ALLY	
Registration Number:	0562159	CALVITA	
Registration Number:	1484492	ENERGY BOOSTER 100	
Registration Number:	4603512	ENERGY BOOSTER HP	
Registration Number:	4868578	ENERGY BOOSTER K	
Registration Number:	4646873	ENERGY BOOSTER MAG	
Registration Number:	4644103	ENERGY BOOSTER SELECT	
Registration Number:	2289081	EXCELERATE	
Registration Number:	1549664	FAT PAK	
Registration Number:	2355962	KWIX MIX	
Registration Number:	2311958	LIQUI-WEAN	
Registration Number:	4642544	MILK BRIDGE	
Registration Number:	4685822	MILK PRIMER	
Registration Number:	3790879	MILK SPECIALTIES GLOBAL	
Registration Number:	2945910	NUTRASTART	
Registration Number:	3535155	PERKI-LAC	
Registration Number:	4501579	PM PRIMER	
TRADEMARK			

OP \$565.00 3703215

Property Type	Number	Word Mark
Registration Number:	4372233	PROBEV
Registration Number:	4749892	SWEET BOOSTER
Registration Number:	3885378	VENTURE DAIRY

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0746
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	08/24/2016

Total Attachments: 7

source=Project Iron - Trademark Security Agreement Executed(70594028_5_US-DOC#page1.tif

source=Project Iron - Trademark Security Agreement Executed(70594028_5_US-DOC#page2.tif

source=Project Iron - Trademark Security Agreement Executed(70594028_5_US-DOC#page3.tif

source=Project Iron - Trademark Security Agreement Executed(70594028_5_US-DOC#page4.tif

source=Project Iron - Trademark Security Agreement Executed(70594028_5_US-DOC#page5.tif

source=Project Iron - Trademark Security Agreement Executed(70594028_5_US-DOC#page6.tif

source=Project Iron - Trademark Security Agreement Executed(70594028_5_US-DOC#page7.tif

TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2016, between MILK SPECIALTIES COMPANY, a Delaware corporation (the “**Grantor**”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, MSG NUTRITIONAL INGREDIENTS HOLDING CORPORATION (“**Holdings**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all rights to sue or otherwise recover for any past, present and future infringement, or other violation or impairment thereof;

(iv) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

(v) all other rights, priorities and privileges accruing thereunder or pertaining thereto in the United States;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets (which Excluded Assets include, for the avoidance of doubt, any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application, or any registration issuing therefrom, under applicable federal law).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement has been executed, delivered and accepted in, and shall be deemed to have been made in, New York and shall be governed by and construed and enforced in accordance with the Laws of the State of New York. The provisions of Section 12.03 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MILK SPECIALTIES COMPANY

By: 

Name: David Lenzmeier

Title: Chief Executive Officer

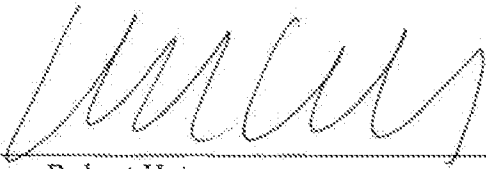
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005863 FRAME: 0425

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

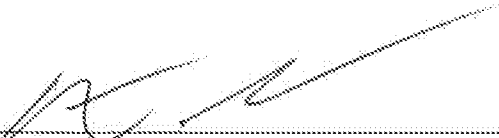
By:



Name: Robert Hetu

Title: Authorized Signatory

By:



Name: Nicholas Goss


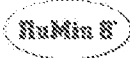
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005863 FRAME: 0426


Schedule 1

Foreign Trademarks

Mark	Country	File Date	App. No.	Reg. Date	Reg. No.	Status
ADVANCE	Canada	7/12/2007	1355468	11/20/2008	TMA728982	Registered – Renewal due 11/20/2023
ENERGY BOOSTER PALM	Canada	3/5/2015	1717978			Response to Office Action filed
PREEMPT	Canada	3/20/1998	0872819	4/27/2001	TMA544217	Registered – Renewal due 4/27/2016
CALVITA	China	6/3/2009	7441620	10/28/2010	7441620	Registered – Renewal due 10/27/2020
DNTP	China	6/28/2011	9650709	7/28/2012	9650709	Registered – Renewal due 7/27/2022
ENERGY BOOSTER	China	4/15/2009	7326149	10/14/2010	7326149	Registered – Renewal due 10/13/2020
	China	2/10/2011	9115653	4/21/2012	9115653	Registered – Renewal due 4/20/2022
RUMIN 8	China	4/15/2009	7326150	10/14/2010	7326150	Registered – Renewal due 10/13/2020
ENERGY BOOSTER	Japan	6/8/2007	2007- 058248	1/9/2009	5195895	Registered – Renewal due 1/9/2019
FAT PAK	Japan	6/8/2007	2007- 058247	12/28/2007	5102021	Registered – Renewal due 12/28/2017
FAT PAK	Korea	7/2/2007	2007- 0035246	4/1/2008	40-0742494	Registered – Renewal due 4/1/2018
	Taiwan	4/29/2010	99019762	1/1/2011	1447186	Registered – Renewal due 12/31/2020

Mark	Country	File Date	App. No.	Reg. Date	Reg. No.	Status
NATIONAL	Taiwan	6/28/1988	77029821	2/1/1989	428983	Registered – Renewal due 1/31/2019

U.S. Federal Trademarks

Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
ACTIVE NUTRITION FOR A HEALTHY WORLD	10/12/08	77/590,994	10/27/09	3703215	Registered – Renewal due 10/27/18 – 10/27/19
BARsoft	12/11/12	85/799,886	7/23/13	4372238	Registered – Section 8 and 15 due 7/23/18-19
CALF ALLY	6/24/14	86/321,195	8/18/15	4793077	Registered – Section 8 and 15 due 8/18/20-21
CALVITA	7/9/49	71/581,730	7/29/52	562159	Registered – Section 8 and 9 due 7/29/21-22
ENERGY BOOSTER 100	3/27/87	73/651,656	4/12/88	1484492	Registered – Section 8 and 9 due 4/12/17-18
ENERGY BOOSTER HP	2/26/14	86/205,110	9/9/14	4603512	Registered – Section 8 and 15 due 9/9/19-20
ENERGY BOOSTER K	12/15/14	86/480,373	12/8/15	4868578	Registered – Section 8 and 15 due 12/8/20-21
ENERGY BOOSTER MAG	2/26/14	86/205,140	11/25/14	4646873	Registered – Section 8 and 15 due 11/25/19-20
ENERGY BOOSTER SELECT	2/26/14	86/205,126	11/25/14	4644103	Registered - Section 8 and 15 due 11/25/19-20
EXCELERATE	11/12/98	75/587,320	10/26/99	2289081	Registered – Section 8 and 9 due 10/26/18-19
FAT PAK	4/9/87	73/654,032	7/25/89	1549664	Registered – Section 8 and 9 due 7/25/18-19
	4/17/98	75/467,487	6/6/00	2355962	Registered – Section 8 and 9 due 6/6/19-20
LIQUI-WEAN	3/10/99	75/657,425	1/25/00	2311958	Registered – Section 8 and 9 due 1/25/19-20
MILK BRIDGE	1/3/14	86/157,078	11/18/14	4642544	Registered – Section 8 and 15 due 11/18/19-20

Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
MILK PRIMER	1/3/14	86/157,187	2/10/15	4685822	Registered – Section 8 and 15 due 2/10/20-21
MILK SPECIALTIES GLOBAL	8/27/08	77/557,366	5/18/10	3790879	Registered – Section 8 and 9 filed 3/25/16
NUTRASTART	9/16/03	78/300,995	5/3/05	2945910	Registered – Section 8 and 9 due 5/3/24-25
PERKI-LAC	12/9/07	77/347,545	11/18/08	3535155	Registered – Section 8 and 9 due 11/18/17-18
PM PRIMER	8/14/13	86/038,110	3/25/14	4501579	Registered – Section 8 and 15 due 3/25/19-20
PRObev	12/11/12	85/799,838	7/23/13	4372233	Registered – Section 8 and 15 due 7/23/18-19
SWEET BOOSTER	8/15/14	86/368,266	6/2/15	4749892	Registered – Section 8 and 15 due 6/2/20-21
VENTURE DAIRY	3/19/10	77/963,202	12/7/10	3885378	Registered – Section 8 and 15 due 12/7/16

State Trademarks

Mark	Reg. Date	Reg. No.	State of Reg.
MILK SPECIALTIES GLOBAL	11/19/14		Wisconsin
MILK SPECIALTIES GLOBAL	11/12/2014	10199948	Nebraska
MSG NUTRITIONAL	11/5/12	10168508	Nebraska